

Oxalus Wallet Term of Service

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Oxalus Company (“**Oxalus Company**” or “**we**” or “**us**” or “**our**”) makes available to users certain software services accessible via a mobile device application, including the Oxalus Wallet (commonly known as Oxalus Wallet) (the “**App**”). The App enables users to (i) store digital assets; (ii) access a digital asset browser and link to third-party decentralized exchanges (“**DEXs**”) and third-party decentralized applications (together with DEXs, collectively “**Dapp(s)**”); (iii) view addresses and information that are part of digital asset networks and broadcast transactions; and (iv) participate in retail DEX trades and associated DEX activity.

Agreement to Terms

By clicking “**Accept terms**” or by accessing the App or using any or all of the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, you may not access or use the Services.

By agreeing to the Oxalus Wallet Arbitration Agreement, you and we agree to resolve any disputes we may have with each other via binding arbitration or in small claims court (instead of a court of general jurisdiction), and you agree to do so as an individual (instead of as a member of a class in a class action). To the extent that the law allows, you also waive your right to a trial by jury.

It is also important that you review the “Limitation of Liability” and “Warranty Disclaimer” sections of these Terms.

Privacy Policy

Please refer to [Oxalus Wallet’s Privacy Policy](#) (the “**Privacy Policy**”) for information on how we collect, use and disclose information from our App users.

If you are a non-EEA resident, you acknowledge and agree that your use of the Services is subject to the Privacy Policy. You further agree that we may collect, use and/or disclose your information (including any personal data you provide to us) in accordance with the Privacy Policy.

Changes to Terms or Services

We may modify the Terms at any time at our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, by providing you notice through the App, or through other methods of communication which we deem reasonable. The modified Terms will

be effective at the time they are posted on the Site. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use the Services you'll have to create an account ("**Account**") via the App. You agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account. If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you, your Account, and/or Oxalus, you must notify Oxalus Support immediately at <https://help.Oxalus.com>. You're responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them. We reserve the right to suspend or terminate your Account, including if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these terms.

You are solely responsible for the retention and security of your Account credentials and your twelve-word recovery phrase ("**Recovery Phrase**"). Your Recovery Phrase is the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase can access your cryptocurrency. **IF YOU LOSE YOUR RECOVERY PHRASE, YOU WILL NOT BE ABLE TO ACCESS YOUR CRYPTOCURRENCY ON THE APP. YOU ACKNOWLEDGE THAT OXALUS COMPANY DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR RECOVERY PHRASE. YOU AGREE TO HOLD OXALUS COMPANY HARMLESS FOR ANY LOSSES ARISING FROM YOU LOSING YOUR RECOVERY PHASE. YOU AGREE THAT OXALUS COMPANY SHALL NOT BE LIABLE IN ANY WAY IF YOU LOSE YOUR RECOVERY PHRASE AND CANNOT ACCESS YOUR CRYPTOCURRENCY.**

Feedback

We welcome feedback, comments, ideas, and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by contacting us at <https://help.Oxalus.com/en/wallet>. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you

own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Ownership and Control

You own and control digital assets held in your Account. As the sole owner of digital assets in your Account, you shall bear all risk of loss of such digital assets. Oxalus Company shall have no liability for digital asset fluctuations or loss associated with your use of the App. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your digital assets by sending it to a different blockchain address.

Content Ownership, Responsibility, and Removal

For purposes of these Terms: (i) **“Content”** means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; (ii) **“User Content”** means any Content that Account holders (including you) make available through the Services. Content includes without limitation User Content.

You acknowledge that by engaging the Services you are at no time transferring your assets to Oxalus Company.

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, Oxalus Company and its licensors exclusively own all right, title and interests in and to the Services and the Oxalus Content, including all associated intellectual property rights. You acknowledge that the Services and the Oxalus Content are protected by copyright, trademark, and other laws of Singapore and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Oxalus Content.

Rights in User Content Granted by You

In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on the App or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

You acknowledge that, in certain instances, where you have removed your User Content by deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by Oxalus Company

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

Rights in App, Site and Services Granted by Oxalus Company

The App, the Site and Services are proprietary to Oxalus Company and its licensors and must not be used other than strictly in accordance with these Terms. Oxalus Company grants to you a limited, non-exclusive, non-transferable, non-sublicensable license to use the App, and the Site for the purposes of accessing and using the Services in accordance with these Terms.

Fees

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

You may incur charges from third parties for use of linked services. For example, you may be charged fees via the Dapps and/or DEXs that you may access via the App. You may also be charged fees by Oxalus Company.

Acceptable Use and Enforcement Rights

You agree not to use the Services in ways that:

- Violate, misappropriate, or infringe the rights of Oxalus Company, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, defamatory, threatening, intimidating, or harassing;
- Involve impersonating someone;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Content;
- Disguise your location through IP proxying or other methods;

- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

Third-Party Materials and DEXs

The Services and App may contain links to third-party services, DEXs, and/or Dapps (“**Third Party Materials**”). The Services enable you to access Dapps via a Dapp browser, WalletLink by navigating away from the App to the Dapp, by enabling a native frontend software link within the App, and/or by purchasing assets in a DEX environment through the App or trade on DEX functionality. When using any Third Party Materials, you understand that you are at no time transferring your assets to us. We provide access to Third Party Materials only as a convenience, do not have control over their content, and do not recommend, warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, services, or assets on or accessible from those Third Party Materials (including any related websites, resources or links displayed therein). You are solely responsible for any fees or costs associated with accessing Third Party Materials.

We make no warranties or representations, express or implied, about such linked Third Party Materials, the third parties they are owned and operated by, the information contained on them, the suitability of their products or services, or the assets they make accessible. You acknowledge sole responsibility for and assume all risk arising from your use of any Third Party Materials, third-party websites, applications, or resources. Third Party Materials, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss. Oxalus Company shall not bear any liability, whatsoever, for any damage caused by any Third-Party Materials. You should use care in linking your Wallet with any Third-Party Materials or otherwise providing any third-parties with access to your App.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the App. Upon any termination, discontinuation or cancellation of Services or your Account, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the App, Site, Services and Content in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Feedback, Content and Content Rights, Content

Ownership, Responsibility and Removal (save for the subsection “Rights in Content Granted by Oxalus Company”), Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, and General Terms.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES (INCLUDING ANY PRIVATE KEY STORAGE SERVICE OFFERED AS PART OF THE SERVICES, WHETHER CLOUD OR HARDWARE-BASED) AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APP, SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OXALUS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. OXALUS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SERVICE INTERRUPTIONS MAY CAUSE YOU TO BE SIGNED OUT OF YOUR ACCOUNT AND REQUIRE YOU TO RE-ENTER YOUR RECOVERY PHRASE TO REGAIN ACCESS.

USE OF ANY PRIVATE KEY STORAGE SERVICE INCLUDED AS PART OF THE SERVICES IS OFFERED TO YOU AS A CONVENIENCE, SUBJECT TO THE LIMITATIONS ABOVE. YOU ARE SOLELY IN CONTROL OF AND RESPONSIBLE FOR STORING AND SECURING YOUR PRIVATE KEY AND RECOVERY PHRASE FOR THE APP. OXALUS DOES NOT STORE A BACKUP OF, AND WILL NOT BE ABLE TO RECOVER, YOUR PRIVATE KEY OR RECOVERY PHRASE. **IF YOU LOSE YOUR RECOVERY PHRASE, THEN YOU WILL LOSE ACCESS TO ALL ASSETS YOU HAVE STORED IN YOUR WALLET. DO NOT LOSE YOUR RECOVERY PHRASE.**YOU SHOULD ALWAYS BACKUP YOUR OXALUS WALLET PRIVATE ACCESS KEY VIA SECONDARY MEANS.

Indemnity

You agree that you will indemnify and hold harmless Oxalus Company and officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, OXALUS COMPANY SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING

OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR RECOVERY PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY DIGITAL ASSET NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON A DIGITAL ASSET NETWORK. OXALUS COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OXALUS COMPANY HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

OXALUS COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD-PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. OXALUS COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES, INCLUDING ANY DAPPS.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Oxalus Company and you regarding the App, the Services, and any Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Oxalus Company and you regarding the App, the Services, and any Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the Oxalus Wallet Arbitration Agreement or by a court of competent jurisdiction), then that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to the Site or in the App, and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “**Communications**”) that we provide in connection with your Account and your use of the Services.

These Terms and any action related thereto will be governed by the laws of the state of Singapore, without regard to Singapore’s conflict of laws provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Oxalus Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

These Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.

Contact Information

If you have any questions about these Terms or the Services, please contact us at wallet@oxalus.io or visit <https://help.Oxalus.com/en/contact-us>.

APPENDIX 1: OXALUS WALLET ARBITRATION AGREEMENT

1. Applicability of Arbitration Agreement

Subject to the terms of this Oxalus Wallet Arbitration Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Arbitration Agreement**”), you and Oxalus Company agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the App, the Services, or the Oxalus Wallet Terms of Service (the “**Wallet ToS**”) and prior versions of the Wallet ToS, including claims and disputes that arose between us before the effective date of the Wallet ToS (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Oxalus Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Oxalus Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Wallet ToS as well as claims that may arise after the termination of the Wallet ToS. Any capitalized term used herein without definition shall have the meaning assigned thereto in the Wallet ToS.

You agree to submit to binding arbitration any dispute or claim relating to your access, use, or attempted access or use of the App; any products sold or distributed through the App; or any part of your relationship with Oxalus Company. You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in Singapore, administered by Singapore International Arbitration Center ("SIAC") and conducted in English, rather than in court. Any such arbitration will be held in line with the SIAC Arbitration Rules & Procedures, excluding attorneys' fees and interest.

2. Waiver of Jury Trial

YOU AND OXALUS COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Oxalus Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the section entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

3. Waiver of Class and Other Non-Individualized Relief

YOU AND OXALUS COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Oxalus Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the federal courts located in Singapore. All other Disputes that are not severed shall be litigated in small claims court or arbitrated. This section does not prevent you or Oxalus Company from participating in a class-wide settlement of claims.

4. Confidentiality

You and Oxalus Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

5. Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the Section entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the section entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the section entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the "Limitation of Liability" section of the Wallet ToS.

6. Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose. If you or Oxalus Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

7. Modification

If we make any updates to the Arbitration Agreement, we will make the updated terms available to you by publishing them on the Site. Your continued use of the Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes.

8. Severability

If any part of this Arbitration Agreement is determined to be defective or unenforceable, that part shall be severed, and the remainder of the Arbitration Agreement shall continue to be in full force and effect.

This Arbitration Agreement shall survive the termination of your relationship with Oxalus Company.